

CONSULTANCY TERMS

1 DESCRIPTION

- 1.1 These CB Consultancy Terms (“Consultancy Terms”) are entered into for the purpose of the Master Agreement concluded between the Parties as applicable and as amended from time to time.
- 1.2 Except to the extent otherwise expressly agreed in the applicable Orders these Consultancy Terms shall apply to all applicable Orders.

2 DEFINITIONS AND INTERPRETATION

- 2.1 The following words and expressions shall have the following meanings. Any capitalised terms not otherwise defined here will have the meaning specified in the Master Agreement.

“Acceptance Criteria” means the acceptance criteria agreed in writing between the Customer and CB which will form the basis for carrying out Acceptance Testing or Acceptance Notifications;

“Acceptance Notifications” has the meaning given to such term in clause 6;

“Acceptance Testing” means the carrying out of testing by the Customer to ensure the Software conforms with the Agreed Specification and/or the Acceptance Criteria (and “Acceptance Tests” shall be construed accordingly);

“Acceptance Testing Period” means the period agreed between the Parties during which the Customer, acting reasonably and in good faith, shall perform the acceptance testing on the Software;

“Agreed Specification” means any agreed solution specification, technical specification, functional specification, configuration specification and/or other agreed specification documents, applicable to the respective deliverable and as set out in the applicable Order; the applicable order of precedence being that any Agreed Specification shall take precedence over any requirement specification and the newest version of any Agreed Specification shall take precedence over older versions.

“Change” means any change to any agreed Consultancy Services, such as but not limited to: changes to the Customer’s requirements; changes to CB proposed solution (e.g. in terms of scope, detail, design, specification, environment, etc); changes to the agreed time schedule; or changes to the agreed service scope(e.g. in terms of work or project scope, plans, budget, deliverables, methodology or strategy, organization, roles, responsibilities and dependencies, etc).

Consultancy Services means such professional consultancy services work that CB has agreed to provide pursuant to the applicable Order(s) and subject to these Consultancy Terms, including but not limited to pre-study and analysis work, development or configuration work, installation, implementation, migration, resource services, solution services, project management, or training, etc, but excluding maintenance and support



CONSULTANCY TERMS

services, SaaS services, managed services and other cloud delivery services (the delivery of which will be subject to separate terms and conditions).

- “Resource Services” means the provision of staff augmentation services, whereby CB makes personnel available to the Customer as temporary staff for IT-related work under the supervision and operational management responsibility of the Customer.
- “Statement of Work” or “SoW” means a specification, work description, etc, of any Consultancy Services to be provided or performed under these Consultancy Terms, as referenced in the applicable Order.

3 SCOPE AND CHANGE REQUESTS

- 3.1 These Consultancy Terms and conditions shall apply to all Orders concluded and all deliveries made by CB to Customer hereunder for Consultancy Services.
- 3.2 The scope of any Consultancy Services to be performed and delivered by CB hereunder will be specified in one or multiple Statement(s) of Work.
- 3.3 The Parties acknowledge that Changes to any agreed SoW may be required during the performance of the Consultancy Services, as it progresses. A change control procedure will be defined and agreed by the parties during the project initiation phase under a SoW.
- 3.4 Each Party shall without undue delay notify the other upon learning of any circumstance which may necessitate a Change. CB and the Customer shall consult each other and use their commercially reasonable endeavours to cooperate with a view to mitigating the effects of any such circumstance. CB may not request a Change which results from a failure by CB to fulfil its contractual obligations under the Master Agreement.

4 PERFORMANCE AND PERSONNEL

- 4.1 CB shall perform any agreed Consultancy Services in a professional manner by qualified and competent personnel. CB shall ensure that its personnel have experience appropriate to Customer’s requirements, and that its personnel exercise all reasonable skill and diligence in the performance of their duties.
- 4.2 Changes to and replacement of key personnel identified by the Parties in an Order shall only occur in the following circumstances:
- 4.2.1 for the duration of the provision of the Services, if any of the key personnel are prevented from carrying out their work due to illness, accident, or any other cause outside CB’s reasonable control, then CB shall provide a replacement key personnel of equivalent skills and experience as agreed between CB and Customer;
- 4.2.2 CB shall replace as soon as reasonably possible any key personnel who may be designated to perform the Services who leaves CB’s employment or engagement and maintain continuity in the provision of the Services in accordance with this Agreement. CB shall consult with the Customer about the identity of a suitable replacement; and
- 4.2.3 Customer shall be at liberty to serve notice in writing to object to any of key personnel but not vexatiously or unreasonably. In this event CB shall forthwith remove such person immediately and replace as quickly as reasonably possible in consultation with the Customer and maintain continuity in the provision of the Services in accordance with this Agreement.
- 4.3 CB personnel including key personnel shall at all times throughout the provision of the Services remain the employees, individual contractors or sub-contractors of CB or its affiliates and shall remain under the overall



CONSULTANCY TERMS

control of CB. CB and Customer acknowledge and agree that CB personnel are not, nor are they deemed to be, for any purposes the employees of Customer. Where appropriate CB will ensure that CB personnel have the appropriate entry permits. Each party shall be responsible for the supervision, direction, control, wages, taxes, national insurance, and benefits of its personnel. It is not intended that either CB personnel or Customer's personnel shall become employees of the other party and the provision of the Services is provided on a strict contractor basis and not as part of an agency or worker for hire as contemplated by any agency workers legislation.

- 4.4 CB undertakes that its employees and contractors, while on the Customer's sites or any other premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees and contractors, and any other reasonable requirements of the Customer. CB shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations, and requirements.
- 4.5 CB shall indemnify the Customer for all loss and damage howsoever arising to the Customer's employees, contractors or property caused by the CB's personnel while they are on the Customer's premises.

5 LIAISON AND CUSTOMER RESPONSIBILITIES

5.1 Joint Effort

The Parties will actively and continuously cooperate and consult with each other during the course of any Consultancy Services hereunder, and each recognizes that the due and timely provision or performance thereof depends upon the continuing co-operation and goodwill, and the commitment, effort, and allocation of qualified, competent and relevant personnel, skills and resources from both of them. Without limiting the foregoing, the Customer also acknowledges that a successful performance of the Consultancy Services requires full buy-in and support from Customer senior management and internal stakeholders.

5.2 On-site Personnel, Compliance with Procedures on Health and Safety

Each Party will ensure that while any of its personnel are at any of the other Party's locations/premises, such personnel will comply with that Party's procedures and policies on industrial and occupational health and safety and security, to the extent relevant and reasonable. CB reserves the right to suspend at any time the performance of an assignment at any of the Customer's locations/premises where, in its opinion, any condition at such locations/premises potentially or actually represents a hazard to the safety or health of any member of CB's personnel.

5.3 Customer's operational management responsibility

Where agreed Consultancy Services consists of Resource Services, Customer will have the supervisory and day-to-day operational management responsibility for any personnel made available by CB in the course of such assignment.

5.4 Other Customer Responsibilities

For the due and timely performance by CB of any agreed Consultancy Services, it is essential that the Customer shall in a timely manner and without charge: (a) provide CB with information and documentation relevant to the scope of a project outlined in a Statement of Work and necessary for the performance of the Consultancy Services; (b) give CB access to such relevant facilities, and utilities at Customer's premises while CB personnel are on site as CB may reasonably require; and (d) perform its obligations set out in a SoW. CB will not be responsible for any delay or default in performing any Consultancy Services to the extent resulting from Customer's failure to meet any of the aforesaid obligations and Customer understands that increased cost may be incurred by CB because of such failure. CB shall promptly (and in any event no later than forty eight hours) notify the Customer in writing specifying (i) details of the Customer failure to meet its obligations under this clause 4, (ii) the resulting impact on agreed timing under the SoW, (iii) and whether any additional charges have been incurred by CB arising directly from such Customer failure. Upon receipt



CONSULTANCY TERMS

of the notice the parties will work together to resolve the delay and minimise any additional charges incurred. CB shall not be entitled to additional charges or time if Customer is not notified in accordance with this clause 5.4.1.

- 5.5 Save where already provided for in a Statement of Work, if the Customer engages or uses e.g. a professional agent, consultant, or any other third party in connection with any Consultancy Services, Customer will be responsible for such third party as if it were its own personnel and will coordinate the activities of such third party with CB. Customer understands that any additional work for CB to cooperate or coordinate any activities with such third parties may be subject to separate reasonable charges, and always provided that Customer will remain solely responsible for any delay or default caused by such third party. Moreover, the Customer is also responsible for obtaining all necessary licenses and permissions from third parties in respect of their intellectual property rights in software, products, data, etc which are to be used by CB and/or the Customer in connection with any Consultancy Services hereunder.

6 TESTING AND ACCEPTANCE

- 6.1 Where it is agreed by the parties that testing and/or acceptance shall apply in respect of the particular Consultancy Services, the following clauses shall apply. In order to ensure that Consultancy Services and any deliverables thereunder are delivered in accordance with the Agreed Specification and/or the Acceptance Criteria, the Customer will commence Acceptance Testing of those Consultancy Services and deliverables in accordance with the agreed Acceptance Tests within 10 Business Days (or a duration agreed between the CB and the Customer) of the date CB delivers the Consultancy Services and deliverables to the Customer.
- 6.2 If the results of the Acceptance Testing show that the Consultancy Services and deliverables meet the Agreed Specification and the agreed Acceptance Criteria, the Customer will confirm acceptance of the Consultancy Services and deliverables by written notice to CB. On reasonable notice, the Customer will provide CB with a copy of the results of the Acceptance Testing and all reasonable information in relation to the conduct of the Acceptance Testing by the Customer. If agreed, CB may elect to have a member of its personnel present to observe the conduct of the Acceptance Testing.
- 6.3 If the Customer reasonably believes there is a fault or defect with the Consultancy Services or deliverables, it will notify CB during the Acceptance Testing Period and within ten (10) Business Days following the expiration of the Acceptance Testing Period and provide CB with sufficient information about the fault or defect. CB shall, at its own cost, correct the fault or defect so that the Customer can repeat Acceptance Testing.
- 6.4 Upon notification that CB has corrected the fault, the Customer will repeat Acceptance Testing within 10 Business Days. If the results of the repeated Acceptance Testing show that the Consultancy Services or deliverables meet the Acceptance Criteria, the Customer will accept the Consultancy Services or deliverables by written notice to CB. If the results of the repeated Acceptance Testing show that Consultancy Services or deliverables still do not meet the Acceptance Criteria, the Customer may either:
- 6.4.1 agree to a further iteration of the Acceptance Testing; or
 - 6.4.2 subject to mutual agreement with CB, accept a part of the Consultancy Services or deliverables as the Customer may decide and pay a pro-rated sum (or such other sum as may be agreed in writing between the parties) for the accepted part of the Consultancy Services or deliverables; or
 - 6.4.3 accept at its discretion other concessions offered by CB, including a reduction in the Price; or
 - 6.4.4 subject to a minimum of three repeated Acceptance Testing cycles having been completed, reject the Consultancy Services or deliverables, and receive reimbursement of any sum actually paid to CB in relation to such Consultancy Services or deliverables or, where any sum has not yet been paid, a rescinding of any obligation to pay the sum that would otherwise have applied for the Consultancy Services or deliverables if the Consultancy Services or deliverables had passed the Acceptance Tests.



CONSULTANCY TERMS

6.5 The Parties may agree in a Statement of Work to appoint project managers and steering committee in respect of the Consultancy Services.

7 DELAYS AND SUSPENDED WORK

7.1 Delays

7.1.1 Should CB have reason to believe that any agreed delivery date cannot be met or the Consultancy Services cannot be performed in accordance with a SoW, it shall immediately notify Customer in writing and in any event no later than forty eight (48) hours after the delay event. The notification shall specify the reason for the delay, when the Consultancy Services are expected to be provided by CB and the measures that have been or will be implemented to limit the delay or change and fulfil completion of its agreed obligations.

7.1.2 For the avoidance of doubt, CB will not be responsible for any delay to the extent caused or contributed to by circumstances on part of the Customer or attributable to any third-party software or otherwise outside of CB's reasonable control.

7.2 Suspended Work by the Customer

7.2.1 The Customer may suspend the Consultancy Services being provided under a SoW by written notice to CB as set out in 7.2.2. Such suspension shall always be kept at a minimum and shall be planned in consultation with CB so as to have as limited impact on the Consultancy Services as a whole, but Customer acknowledges that any suspension will affect the agreed time schedule, which shall be re-planned accordingly.

7.2.2 In the event Customer issues notice to suspend on five (5) days' notice or less, CB shall suspend the provision of the suspended services and may charge reasonable vouched direct costs on the agreed day rate basis for any allocated/retained resources that cannot be reasonably and appropriately utilized for alternative chargeable work due to the short suspension notice. CB may not charge Customer for any costs arising where a suspension notice issues on six (6) days' notice or more.

7.2.3 CB shall use reasonable endeavours to resume performance on or around the agreed resumption date, but Customer acknowledges that any suspension may impact CB's planning and prioritization and any late resumption shall not be deemed a delay on CB's part. If the suspension has remained in excess of sixty (60) days, CB may provide Customer with a final date at which performance shall be resumed, and absent such resumption CB will, without prejudice to any other rights or remedies available to it, be entitled to exercise its termination rights for default under the applicable termination provisions.

###END###

